

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

ELVIRA GARCIA GAMBOA,
Plaintiff,
v.
GREYHOUND BUS LINES
CORPORATION, et al.,
Defendants.

No. 2:23-cv-01411-DC-SCR (PS)

ORDER ADOPTING FINDINGS AND
RECOMMENDATIONS AND GRANTING IN
PART AND DENYING IN PART
DEFENDANTS' MOTIONS TO DISMISS

(Doc. Nos. 27, 29, 42)

Plaintiff Elvira Garcia Gamboa is proceeding *pro se* and *in forma pauperis* in this civil action. This matter was referred to a United States Magistrate Judge pursuant to 28 U.S.C. § 636(b)(1)(B) and Local Rule 302.

On May 13, 2024, Plaintiff filed a first amended complaint (“FAC”) against Defendants Greyhound Bus Lines, Corporation; Dave Leach; Eric Wickman; and Mr. Milan¹ (“Defendants”) raising the following causes of action: (1) breach of contract, (2) negligence, and (3) a claim under the Carmack Amendment. (Doc. No. 26.) On May 30, 2024, and June 7, 2024, Defendants filed duplicative motions to dismiss Plaintiff’s FAC for lack of personal jurisdiction, insufficient

¹ In her FAC, Plaintiff does not identify the full legal name of Defendant Milan. (Doc. No. 26.)

1 service of process, and failure to state a cognizable claim.² (Doc. Nos. 27, 29.)

2 On January 16, 2025, the magistrate judge issued findings and recommendations
3 recommending the court grant in part and deny in part Defendants' motion to dismiss. (Doc. No.
4 42.) Specifically, the magistrate judge recommended dismissal of Defendants Wickman, Leach,
5 and Milan without further leave to amend based on an absence of personal jurisdiction. (*Id.* at 6–
6 10.) Also, the magistrate judge recommended Plaintiff's claims for negligence and breach of
7 contract be dismissed without further leave to amend because they are preempted by the Carmack
8 Amendment. (*Id.* at 5–6, 10.) Additionally, the magistrate judge found Plaintiff had sufficiently
9 alleged a Carmack Amendment claim against Defendant Greyhound and recommended that this
10 action proceed on that claim alone. (*Id.*)

11 Plaintiff filed objections to the magistrate judge's findings and recommendations. (Doc.
12 Nos. 47, 50, 51.) In her objections, Plaintiff does not meaningfully address the findings and
13 recommendations and her purported objections do not provide a basis upon which to reject the
14 magistrate judge's findings and recommendations.

15 In accordance with the provisions of 28 U.S.C. § 636(b)(1)(C), the court has conducted a
16 *de novo* review of the case. Having carefully reviewed the entire file, including Plaintiff's
17 objections, the court concludes the findings and recommendations are supported by the record
18 and by proper analysis.

19 Accordingly,

- 20 1. The findings and recommendations issued on January 16, 2025 (Doc. No. 42) are
21 ADOPTED in full;
- 22 2. Defendants' motions to dismiss (Doc. Nos. 27, 29) are GRANTED in part and
23 DENIED in part as follows:
 - 24 a. Plaintiff's claims brought against Defendants Wickman, Leach, and Milan are
25 dismissed without further leave to amend;

26
27 ² Because the magistrate judge treated and referred to the motions as a singular motion in the
28 findings and recommendations (Doc. No. 42 at 2, n. 1), the court will also refer to Defendants'
motions as a single motion.

b. Plaintiff's claims for negligence and breach of contract are dismissed without further leave to amend;

c. This action will proceed as to Plaintiff's claim under the Carmack Amendment against Defendant Greyhound Bus Lines, Corporation;

3. Defendants Eric Wickman, Dave Leach, and Milan are terminated from this action; and

4. This case is referred back to the magistrate judge for further pretrial proceedings.

IT IS SO ORDERED.

Dated: August 26, 2025



Dena Coggins
United States District Judge